

1-1-74

99400

CONTRACT—REAL ESTATE

THIS CONTRACT, Made this 28-856-1 7th day of March, 19 73, between  
**GEORGE A. PONDELLA, SR. and GEORGE A. PONDELLA, JR.**, hereinafter called the seller,

and **ROY DEAN HANSON**

, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:  
 A tract of land in Township 33 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.  
 Section 28: SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
 Section 33: NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ .

Subject, however, to the following:

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
2. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$55,000.00

Dated: January 15, 1974

(for continuation of this document see reverse side)

for the sum of **FIFTY SEVEN THOUSAND SIX HUNDRED & NO/100 Dollars (\$ 57,600.00 )** (hereinafter called the purchase price) on account of which **EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 8,500.00 )** is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

**FORTY-NINE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$49,100.00)** payable as follows: **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00)** per year, commencing March 1, 1976, with a like payment of **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00)** on March 1st of each year thereafter and continuing until said purchase price is fully paid.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes, or (B) for an organization or for a business or commercial purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8% annually, in addition to per cent per annum from March 15, 1975 until paid, interest to be paid annually and \* included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on March 15, 19 75, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's liens and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insurable now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than value in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Statement Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Statement Form No. 1307 or similar.

**George A. Pondella, Sr.**

**Box 286**

**Chiloquin, Oregon**

SELLER'S NAME AND ADDRESS

**Roy Dean Hanson**

**1268 N. Sixth**

**Springfield, Oregon**

BUYER'S NAME AND ADDRESS

After recording return to:

**Mr. Roy Dean Hanson**

**1268 N. Sixth**

**Springfield, Oregon**

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

**Mr. Roy Dean Hanson**

**1268 N. Sixth**

**Springfield, Oregon**

NAME, ADDRESS, ZIP

STATE OF OREGON.

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as

file/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By \_\_\_\_\_

Deputy

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare the contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, said purchase price with the interest thereon at once due and payable shall be paid to the seller by the buyer, and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller without any act of entry, or any other act of said seller to be performed, and without any right of the buyer of return, reclamation, or compensation for monies paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments heretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 57,600.00. However, the actual consideration paid for this transfer is as stated in the instrument of sale.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

*Roy Dean Hanson*  
ROY DEAN HANSON

*George A. Pondella, Sr.*  
GEORGE A. PONDELLA, SR.  
*George A. Pondella, Jr.*  
GEORGE A. PONDELLA, JR.

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, )  
County of Klamath ) ss.  
March 22, 19 75. Personally appeared \_\_\_\_\_, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Personally appeared the above named ~~XXXXXXXXXX~~  
HANSON, GEORGE A. PONDELLA, SR., and  
GEORGE A. PONDELLA, JR.,  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL) *John D. Guehr*  
Notary Public for Oregon  
My commission expires 11/25/76

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

(DESCRIPTION CONTINUED)

Recorded: January 21, 1974 Book: M-74 Page: 677  
Mortgagor: George A. Pondella, Sr. and George A. Pondella, Jr.  
Mortgagee: George Hagelstein and Hilda Hagelstein.  
Covers additional property, which Vendee does not assume and agree to pay and Vendors covenant that they will hold Vendee harmless therefrom.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, )  
County of Lane ) ss.

BE IT REMEMBERED, That on this 18th day of March, 19 75, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Roy Dean Hanson

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Lanton L. Outten*  
Notary Public for Oregon.

My Commission expires 3/2/1979

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.  
this 3rd day of APRIL A. D., 1975 at 10:40 o'clock A. M., and duly recorded in  
Vol. M.75 of DEEDS on Page 3581

FEE \$ 4.00

WM. D. MILNE, County Clerk

By *Hazel W. Wajda* Deputy